

CITY OF BLOOMINGTON
economic & sustainable development

MEMORANDUM

To: Potential Respondent to USPS Solicitation for Proposals
From: Danise Alano, Director
Date: April 12, 2010
Re: Additional information regarding USPS solicitation

Thanks for your interest in the United States Postal Service's search for a new downtown location. Attached is the official Solicitation for Proposals: Space Only from the USPS.

PLEASE NOTE that the USPS has incorrectly identified the western boundary of the Preferred Site Area as "Rogers Road" when it should be "Rogers Street."

The **correct boundaries** for the search area are as follows:

North: 11th Street
South: 1st Street
West: Rogers **Street**
East: Indiana Avenue

A Google Map provided by the USPS of the Preferred Site Area is also attached for your reference.

Maintaining postal services in the downtown for the convenience of Bloomington residents and for the efficient processes of Bloomington's businesses is of the utmost importance to Mayor Krizan and all of us at the City of Bloomington. If we can assist you as you prepare to respond to the USPS, please do not hesitate to contact us:

Danise Alano
Director of Economic & Sustainable
Development
812-349-3477
alanod@bloomington.in.gov

Adam Wason
Assistant Director for Small Business &
Sustainable Development
812-349-3419
wasona@bloomington.in.gov

Send responses directly to the USPS:
Susan Bourgart, Real Estate Specialist
Great Lakes Facilities Service Office
62 Stratford Drive
Bloomington, IL 61817-7000

Thank you.

UNITED STATES POSTAL SERVICE

Needs a Building in Bloomington, IN

The site size desired is approximately 51,433 net useable square feet; or an existing building of approximately 6,300 net interior square feet on a suitable site. Existing building space must meet Federal Handicapped Accessibility Standards at the time of occupancy or be capable of being modified to meet same.

The Preferred Area is defined as follows:

North: 11th Street
South: 1st Street
West: Rogers Road
East: Indiana Avenue

Proposed site size excludes additional area required for setbacks, septic systems, water wells or other special requirements. Existing space or building must have existing utilities and capable of being renovated to Postal Service requirements.

Offers must be submitted on the proper United States Postal Service forms. The United States Postal Service reserves the right to negotiate with any and all offerors.

Information packages and forms may be obtained at the Bloomington Main Post Office, located in Bloomington, IN, Bloomington City Hall, Bloomington, IN or by contacting the individual listed below. All offers must be submitted on proper United States Postal Service forms. For additional details, call or write:

Susan J. Bourgart, Real Estate Specialist
United States Postal Service
Great Lakes Facilities Service Office
62 Stratford Drive
Bloomington, IL 60117-7000
Telephone: (630) 295-6281 Telefax: (630) 295-6262
E-Mail: susan.j.bourgart@usps.gov

All offers must be received by the United States Postal Service, at the address listed above, by close of business, 4:30pm. May 10, 2010.

SOLICITATION # 162640-10-A-0029

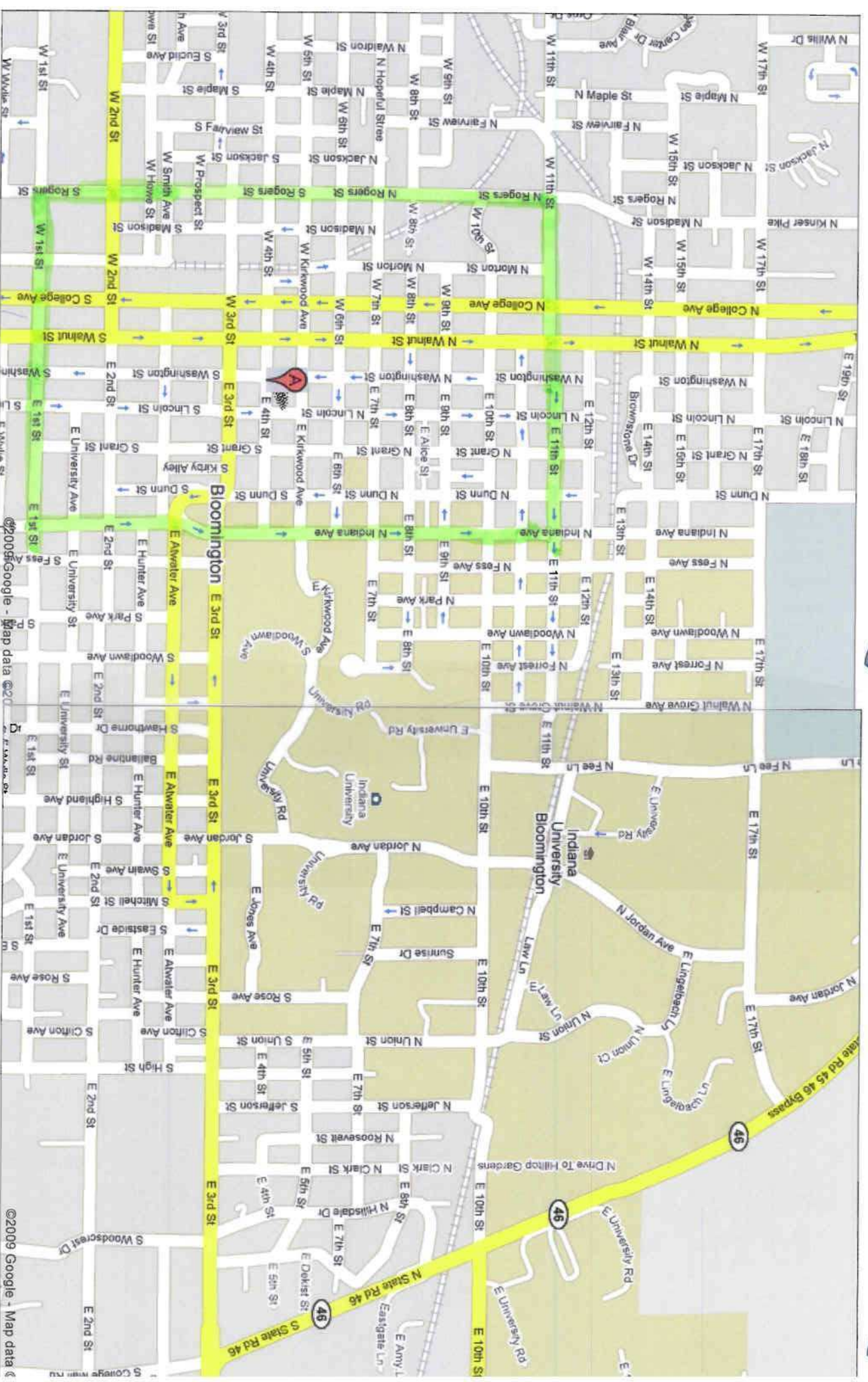
206 e 4th street, bloomington, IN - Google Maps

Google maps Address 206 E 4th St
Bloomington, IN 47408



210 e 10th street, bloomington, in - Google Maps

Google maps Address 3210 E 10th St
Bloomington, IN 47408



PREFERRED AREA



Solicitation for Proposals
Space Only

BLOOMINGTON - RETAIL UNIT (170660-005)
BLOOMINGTON, IN 47403-9998



Solicitation for Proposals Existing Space

Facility Name/Location BLOOMINGTON - RETAIL UNIT (170660-005)
BLOOMINGTON, IN 47403-9998

Solicitation No:162640-10-A-0029

Beginning Date: 04/10/2010

Closing Date: 05/10/2010

Preferred Area:

North: 11th Street

South: 1st Street

West: Rogers Road

East: Indiana Avenue

1. The desired building size is approximately 6,300 square feet of net interior space, with on a site of 51,433 square feet.
2. Offerors must own or control the property, and provide evidence of same. If the offer is submitted by an agent for the offeror, evidence of that agent's exclusive authority must accompany the offer.
3. Offers should reflect an "as is" condition and be submitted on a USPS standard Lease or Option to Purchase Agreement and shall provide a minimum of 30 days for acceptance of the offer. In addition, the following information is required: offeror's daytime and evening telephone numbers; a plot plan showing land location and dimensions, location of buildings thereon, driveways and parking areas, abutting streets and alleys, and widths thereof; together with a floor plan of the interior space offered showing dimensions; photographs, if available. A copy of the legal description and deed should be provided. The Postal Service will consider letter proposals; however, the selected space will be contracted for using a USPS Lease or Option to Purchase Agreement.
4. The property offered must be properly zoned to permit use for a postal facility or must be capable of being rezoned for such use. The offeror must include with the proposal a copy of applicable building and/or land restrictions that would in any way affect the intended use of the property. The successful offeror will be responsible for all action necessary to obtain zoning prior to leasing or selling to USPS. Any Notice of Intent to lease or purchase issued by the Postal Service will contain a deadline by which the zoning approval process must be completed. If the successful offeror has not obtained all required zoning approvals by this deadline, the Postal Service, in its sole discretion, may elect to rescind said notice. If this solicitation involves an Option to Purchase Agreement, the Postal Service must receive written evidence from the offeror that the property is properly zoned for use as a postal facility prior to expiration of the Option.
5. The successful offeror must comply with all applicable federal, state, and municipal laws, codes, and regulations, including those of the state and local highway departments.
6. USPS reserves the right: to negotiate with any or all offerors for better terms, clarification of any conditions, modifications, or any other changes deemed necessary; to secure offers on properties other than those offered in response to this solicitation; to consider proposals or modifications to a proposal received after the date specified for receipt of proposals provided it is received before award and consideration of the proposal is determined by the Contracting Officer to be in the best interest of the U.S. Postal Service; and/or to reject any and all offers.
7. Properties offered will be evaluated on the basis of such factors as: community input, location, cost, accessibility to customers and transportation networks, availability of utilities, soil conditions, environmental conditions, topographic features and other factors affecting development and use. These factors are not listed in order of importance.

8. In responding to this solicitation, while USPS solicitation forms may be printed or photocopied for these purposes, no other means of reproduction is acceptable. Offers containing documents not in compliance with the above (for example, "new" USPS documents edited or altered on an offeror's computer system) will be rejected and returned to the offeror.
9. The successful offeror may be invited to perform renovations to the space; if so, payment and performance bonds may be required.
10. Additional information and materials may be obtained by contacting the party shown in Paragraph 13.
11. All costs incurred by the Offeror in preparing its proposal, including but not limited to the site preparation costs, are the responsibility of the offeror, not the U.S. Postal Service (USPS), and will not be reimbursed.
12. Other provisions.
 - A. The Offeror(s) or their representative must be available to meet with representatives from the Postal Service on or about June 15, 2010 to review all offered sites. Date is at the discretion of the Postal Service.
 - B. The Postal Service reserves the right to accept sights or buildings larger or smaller than advertised.
 - C. The preferred area is a preferred primary area. Property in a secondary preferred area which is within 1/2 mile of the preferred area will be given consideration if no viable sites are available within the primary preferred area.
13. Proposals should be submitted to:
Susan J Bourgart
Great Lakes FSO
GREAT LAKES FSO
BLOOMINGDALE, IL 60117-0117

Phone: (630) 295-6281
Email: susan.j.bourgart@usps.gov

DRAFT



Lease

BLOOMINGTON - RETAIL UNIT (170660-005)
BLOOMINGTON, IN 47403-9998



DRAFT

Lease

Facility Name/Location

BLOOMINGTON - RETAIL UNIT (170660-005)
BLOOMINGTON, IN 47403-9998

County: JONES
Lease: J00000349918

This Lease made and entered into by and between hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	COMMON/JOINT USE AREA	SQ. FEET
Net Interior Floor Space			

Total Site Area: 0.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective _____ with an expiration date of _____, for a total of ____ Years, ____ Months, and ____ Days. (Dates to be inserted by CO following acceptance of the

3. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$0.00 (Zero and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

4. RENEWAL OPTIONS: None

5. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider - Landlord Responsibility, Maintenance Rider UST - Landlord Responsibility, Reimbursement of Paid Taxes Rider, Mortgagee's Agreement.

6. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 30 days written notice to the Landlord.

7. LEGAL DESCRIPTION:

See Attached Exhibit A



DRAFT

Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

INDIVIDUAL, ADMINISTRATOR, OR TRUSTEE

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name & Title:

Name & Title:

Name & Title:

Name & Title:

Landlord's Address:

Telephone No.: _____ Fax No.: _____ Tax ID: Not Available

E-mail Address:

Witness

Witness

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the Landlord is married, the husband or wife of the Landlord must also execute the lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- c. Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.
- d. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Bradford W Meador
Date Contracting Officer Signature of Contracting Officer

Great Lakes FSO 62 STRATFORD DR, BLOOMINGDALE, IL 60117-7000

Address of Contracting Officer

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
1. the date the contracting officer receives the claim (properly certified if required); or
 2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.

1. The Landlord shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, systems, and appurtenances, whether severable or non-severable, furnished by the Landlord under this Lease, in good repair and tenantable condition, during the continuance of the Lease. Landlord's duties include repair and replacement as necessary.

Notwithstanding the above, the Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.

For the purpose of so maintaining said premises and property, the Landlord may, at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto.

2. Landlord is responsible for inspection, prevention and eradication of termites and any other wood-eating insects and for repairs of any damage resulting therefrom during the continuance of the Lease.
3. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the lease, and at least once every five (5) years during the continuance of the lease unless required more often because of damage from fire or other casualty, or unless the time period is specifically modified in writing by the Contracting Officer. Landlord is required to apply only one coat of paint. USPS will be responsible for cost of additional coats of paint, including application costs. USPS will be responsible for moving furniture and equipment away from walls as required.
4. Any heating system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; such system must be capable of providing a uniform temperature of at least 65 degrees Fahrenheit (65°F.) in all enclosed portions of the demised premises (excluding the rear vestibule) at all times. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system, any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents. The Postal Service shall be responsible for regular replacement of filters.

Boilers (heating and hot water supply) and unfired pressure vessels provided by the Landlord as part of the leased premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by the Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

5. Any elevators, escalators and dumbwaiters provided by the Landlord as part of the leased premises shall be maintained, and, if necessary, replaced by the Landlord during the continuance of the Lease in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

6. Any air-conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; air-conditioning must be capable of providing a uniform temperature of no greater than 78 degrees Fahrenheit (78°F.) in all enclosed portions of the demised premises at all times. Landlord shall be responsible for servicing of the air-conditioning equipment during the continuance of the Lease, including, refrigerant as required for proper operation of the equipment. The Postal Service shall be responsible for regular replacement of filters.
7. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider.
8. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by the Landlord shall be maintained, and if necessary, replaced by the Landlord during the continuance of the Lease. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
9. Whether public or private water or sewer systems are provided, said systems are to be maintained and replaced by the Landlord during the continuance of the Lease, including any inspections that may be required.
10. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

11. The Landlord must:
 - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and

- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this agreement; and
 - (2) Postal Service employees; and
 - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



DRAFT

**Tax Rider
Reimbursement of Paid Taxes**

Facility Name/Location

BLOOMINGTON - RETAIL UNIT (170660-005)
BLOOMINGTON, IN 47403-9998

County: JONES

Lease: J00000349918

Assessor's Parcel Number: xxxxxxxxxxxxxxxx

a. Definitions

Ad Valorem means according to the value of the property.

Property Tax Rate is an amount expressed as dollars and cents per \$100.00 or per \$1,000.00 of assessed value or as mills per \$1.00 of assessed value as set by authorities for tax jurisdictions.

Real Property Taxes, as used in this clause, shall mean those taxes, including Ad Valorem taxes, special assessments, fees and charges, that are assessed against any or all taxable real property appearing on the assessment roll or list in a taxing authority's jurisdiction and that are identified by a taxing authority for the support of government activities within its jurisdiction, whether such activities are general or specific. Real Property Taxes also include administrative charges or fees imposed by a taxing authority for the support of its tax assessment and collection activities.

- b. The Landlord agrees to pay all taxes of any kind, including Real Property Taxes, and charges and fees of every kind and nature levied on the demised premises.
- c. The Postal Service will reimburse Landlord for paid Real Property Taxes, as defined above, only under the following terms:
1. Landlord may submit not more than one request for reimbursement in any calendar year, irrespective of the number of taxing authorities included; and reimbursement will be made **not more than one time annually by the Postal Service.**
 2. No reimbursement will be made for fines, penalties, interest or costs imposed for late payment.
 3. Reimbursement will be made only for paid taxes, less the maximum discount allowed by the taxing authority for prompt or early payment, regardless of whether Landlord actually received any such discount.
 4. Reimbursement will be made only for taxes levied for periods of time within the term of this Lease.
 5. In order to qualify for reimbursement, the tax bill as issued by the taxing authority must pertain only to the demised premises, and to no other real property.
 6. **Landlord must provide copies of the front and back of the complete tax bill issued by the taxing authority**, along with satisfactory proof of payment. Satisfactory proof of payment shall be (i) a receipt for payment shown on the face of the tax bill, (ii) a copy of the front and back of the canceled payment check, (iii) a statement from a lender verifying payment of the tax, or (iv) other documentation satisfactory to the Postal Service.
 7. Incomplete or improper requests for reimbursement will be returned to Landlord without payment.
 8. **Landlord agrees to submit a request for reimbursement of taxes within 18 months after the close of the tax year. In the event Landlord fails to submit its request for reimbursement within that time period, the USPS is not required to reimburse paid taxes.**
- d. The Landlord must promptly furnish to the Postal Service copies of all notices that may affect the valuation of the demised premises for Real Property Tax purposes or that may affect the levy or assessment of Real Property Taxes thereon. If Landlord does not timely furnish such notices relating to valuation changes or the levy or assessment of taxes or fails to meet any legal prerequisite for appeal and the Postal Service loses the right to contest the validity or the amount of the taxes, then the Postal Service shall be responsible to reimburse Landlord for only 75% of the reimbursable taxes due for the year involved.

All notices required under this paragraph must be delivered or mailed, using certified mail with a return receipt or other verified method of delivery, within ten (10) days from the receipt thereof by the Landlord to:

CONTRACTING OFFICER
Great Lakes FSO
62 STRATFORD DR
BLOOMINGDALE, IL 60117-7000

or to such other office as the Postal Service may later direct in writing.

- e. The Postal Service may contest the validity of any valuation for Real Property Tax purposes or of any levy or assessment of any Real Property Taxes by appropriate proceedings either in the name of the Postal Service or of the Landlord or in the names of both. Notwithstanding any contest of valuation, levy, assessment, or Property Tax Rate, Landlord must pay under protest the Real Property Taxes involved when requested to do so by the Postal Service. The Landlord, upon reasonable notice and request by the Postal Service, must join in any proceedings, must cooperate with the Postal Service, and must execute and file any documents or pleadings as the Postal Service may require for such proceeding, provided the Landlord is reasonably satisfied that the facts and data contained therein are accurate. Landlord will not be responsible for the payment of penalties, costs, or legal expenses in connection with any protest or appeal proceedings brought by the Postal Service, and the Postal Service will indemnify and save harmless the Landlord from any such penalties, costs, or expenses. Landlord hereby authorizes the Postal Service as its agent to represent its interest in any appeal or protest proceeding authorized under this paragraph.
- f. Landlord shall promptly notify the Postal Service of any appeal or other action it takes or initiates to adjust any valuation of the property, Property Tax Rate, or levy or assessment of Real Property Taxes. The Postal Service is entitled to any and all monies obtained through such actions or any other refunds or remissions of Real Property Taxes paid in any year subsequent to the commencement of the lease. If any such refunded or remitted monies are paid or delivered to Landlord, Landlord must immediately forward them to the Postal Service. If Landlord is informed that he is entitled to a refund or remission of monies paid as Real Property Taxes upon the submission of an application, Landlord will promptly make and file such application, and upon receipt of such refund or remission, immediately forward it to the Postal Service. The Postal Service reserves the right to offset refund and remission payments not so obtained or forwarded, against rental or other payments due the Landlord.
- g. The Postal Service is entitled to the benefits of all tax exemptions or abatements authorized by law or regulation that may be available with respect to the demised premises. Landlord shall take all necessary steps to obtain such exemptions or abatements. The Postal Service reserves the right to offset against rental or other payments due the Landlord the amount or value of any abatement or exemption that would have been available if Landlord had properly applied for it, and any amount for which the Postal Service is not to be responsible under paragraph (d), above.
- h. Nothing herein contained shall operate to waive or deprive the Postal Service of any rights, privileges or immunities it enjoys under law.



DRAFT

Maintenance Rider Underground Storage Tanks Landlord Responsibility

Facility Name/Location

BLOOMINGTON - RETAIL UNIT (170660-005)
BLOOMINGTON, IN 47403-9998

County: JONES
Lease: J00000349918

a. The term "Underground Storage Tank" (UST) as used in this lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the USTs volume below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The landlord is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the lessor, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except where such damage or casualty was caused by the negligence of employees or agents of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades, as required by the Postal Service, will be at Postal Service expense.

(4) Any investigative or remediation cost associated with a release of fuel from the UST system, unless the release was caused by the act or negligence of the Postal Service.

(5) Expenses incurred by the Postal Service which were made necessary due to the failure of any element for which the landlord is responsible.

(6) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of landlord's receipt thereof.

c. The Postal Service shall be responsible for UST system daily operations, including product input/output monitoring.

d. If requested by the landlord, the Postal Service will provide the landlord with necessary documents (emergency action plan, etc.) which may be required by federal, state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the landlord is responsible, the Postal Service will, except in emergencies, give the Landlord a written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect Postal Service's rights to recover expended costs under this provision, provided that the costs expended by Postal Service are reasonable in amount.

If the Landlord (or the mortgagee or the assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise) and withhold the cost plus any administrative cost and/or interest from rental payments due or to become due under this Lease. In addition, the Postal Service, acting through the Contracting Officer, may proportionally abate the rent for any period the premises, or any part thereof, are



DRAFT

**Maintenance Rider
Underground Storage Tanks
Landlord Responsibility**

determined by the Postal Service to have been rendered untenable by reason of such condition. Alternatively, the Contracting Officer may, if the demised premises are determined to be unfit for occupancy, with reasonable discretion, cancel this Lease, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to Postal Service under applicable law.



DRAFT

Utilities, Services, & Equipment Rider

Facility Name/Location

BLOOMINGTON - RETAIL UNIT (170660-005)
BLOOMINGTON, IN 47403-9998

County: JONES

Lease: J00000349918

1. HEAT

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

2. AIR CONDITIONING

Landlord must furnish air conditioning equipment in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service pays for recurring charges for power for the equipment, provided the power is separately metered for postal consumption.

3. ELECTRICITY

Landlord must furnish a separately metered electrical system in good working order for the demised premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

4. LIGHT

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

5. WATER

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

6. SEWER

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

7. TRASH

The Postal Service agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

8. SNOW

The Landlord agrees to furnish and pay for the timely removal of snow and ice from the roof and the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.) during the continuance of the Lease.



DRAFT

Mortgagee's Agreement
(To be executed and attached to lease)

Facility Name/Location

BLOOMINGTON - RETAIL UNIT (170660-005)
BLOOMINGTON, IN 47403-9998

County: JONES

Lease: J00000349918

The undersigned, Holder(s) of a mortgage (or similar encumbrance, such as a Deed of Trust), in the sum of _____ on the property situated at: _____

hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to:

- a) foreclose said mortgage or similar encumbrance, the Mortgagee will cause the sale of said premises to be made subject to said lease; or,
- b) take any other action terminating the mortgage or transferring title, the Mortgagee will cause such action to be made subject to said lease.

MORTGAGEE

Name of Mortgage Company

Witness

By: _____
Signature of Mortgagee's Officer

Its: _____
Title of Mortgagee's Officer

Street Address

City, State and ZIP+4

Subscribed and Sworn to before me, a notary public, in and for _____ County, State of _____ this _____ day of _____, _____.

Notary Public

My commission expires _____, _____.